Case 14-10280-amc Doc Filed 07/26/19 Entered 07/26/19 12:19:13 Desc Main Document Page 1 of 6 Fill in this information to identify the case: Debtor 1 Nancy Davis Debtor 2 United States Bankruptcy Court for the: Eastern District of Pennsylvania 14-10280 Official Form 410S1 Notice of Mortgage Payment Change (Amended) 12/15 If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment is due. See Bankruptcy Rule 3002.1. WILMINGTON SAVINGS FUND SOCIETY, FSB. AS Court claim no. <u>5</u> creditor: TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A (if known): Last 4 digits of any number Date of payment change: 07/05/2019 Must be at least 21 days after date of you use to identify the debtor's 8743 this notice account: Remediation has been completed and all credits/adjustments have been applied to account. To the New total payment: \$198.31 extent any prior interest rate adjustments under the terms of the loan documents or prior escrow Principal, interest, and escrow, if any adjustments were not noticed in this Court pursuant to Bankruptcy Rule 3002.1, after December 1, 2011 or Petition Date (whichever is later), Carrington has refunded or credited the Debtor, as appropriate, to give the debtor the benefit of any lower payment amount as provided under the loan documents, escrow analysis, or a notice previously filed with this Court pursuant to Bankruptcy Rule 3002.1. This does not constitute a modification of the payment obligations under the terms of the promissory note, mortgage, or other loan documents. Part 1: **Escrow Account Payment Adjustment** Will there be a change in the debtor's escrow account payment? [] No [X] Yes. Attach a copy of the escrow account statement prepared in a form consistent with the applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: Current escrow payment: \$0.00 New escrow payment: \$7.06 Part: 2 Mortgage Payment Adjustment 2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account? $[X]_{No}$ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: Current interest rate: New interest rate: **Current Principal and interest payment:** New principal and interest payment: Part 3: **Other Payment Change** 3. Will there be a change in the debtor's mortgage payment for a reason not listed above? $[X]_{No}$ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect). Reason for change: **Current mortgage payment:** New mortgage payment:

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Debtor 1 Nancy Davis

First Name N

Middle Name Last Name

Case number (if known)

14-10280

Part 4:	Sign	Below

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box:

[] I am the creditor.

[X] I am the creditor's attorney or authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

/s/ Julian Cotton	Date	07/26/2019
Signature	-	

Print: <u>Julian Cotton</u> Title <u>Authorized Agent for Creditor</u>

Company Padgett Law Group

Address <u>6267 Old Water Oak Road, Suite 203</u>

Tallahassee FL, 32312

Contact phone (850) 422-2520 Email <u>bkcm@padgettlawgroup.com</u>

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the parties on the attached Service List by electronic service and/or by First Class U.S. Mail on this the 26th day of July, 2019.

/S/ Julian Cotton

JULIAN COTTON PADGETT LAW GROUP 6267 Old Water Oak Road, Suite 203 Tallahassee, FL 32312 (850) 422-2520 (telephone) (850) 422-2567 (facsimile) bkcrm@padgettlawgroup.com Authorized Agent for Creditor

SERVICE LIST (CASE NO. 14-10280)

Debtor Nancy Davis 627 W. Norris Street Philadelphia, PA 19122

Attorney BRADLY E ALLEN Law Offices of Bradly Allen 7711 Castor Avenue Philadelphia, PA 19152

Trustee WILLIAM C. MILLER, Esq. Chapter 13 Trustee P.O. Box 1229 Philadelphia, PA 19105

US Trustee Office of the U.S. Trustee 833 Chestnut Street Suite 500 Philadelphia, PA 19107 (800) 561-4567 FAX: (949) 517-5220

NANCY DAVIS
2330 MCCLELLAN ST
PHILADELPHIA

PA 19145

DATE: 01/18/19

*** ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - LAST CYCLES ESCROW ACCOUNT HISTORY ***

THIS HISTORY STATEMENT COMPARES YOUR PRIOR ANALYSIS CYCLE PROJECTED ESCROW ACTIVITY TO THE ACTUAL ESCROW ACTIVITY BEGINNING APRIL, 2018 AND ENDING MARCH, 2019. IF YOUR LOAN WAS PAID-OFF, ASSUMED, OR TRANSFERRED DURING THIS PRIOR CYCLE, OR THE COMPUTATION YEAR IS BEING CHANGED, ACTUAL ACTIVITY STOPS AT THAT POINT. THIS STATEMENT IS INFORMATIONAL ONLY AND REQUIRES NO ACTION ON YOUR PART.

--- YOUR PAYMENT BREAKDOWN AS OF APRIL, 2018 IS ---

PRIN & INTEREST	191.25
ESCROW PAYMENT	7.06
SHORTAGE PYMT	5.29
TOTAL	203.60

	PAYMENTS TO	ESCROW	PAY	MENTS FROM ESCRO	W		ESCROW BALA	NCE
MONTH	PRIOR PROJECTE	ACTUAL PRIOR	PROJEC	TED DESCRIPTION	ACTUAL	DESCRIPTION	PRIOR PROJECTED	ACTUAL
				STARTING	BALANCI	E = = = >	14.12	49.42-
APR	7.06 *		7.06	HAZARD INS	7.06	HAZARD INS	14.12 TLP	56.48-
MAY	7.06 *		7.06	HAZARD INS	7.06	HAZARD INS	14.12	63.54-
JUN	7.06 *		7.06	HAZARD INS	7.06	HAZARD INS	14.12	70.60-
JUL	7.06 *		7.06	HAZARD INS	7.06	HAZARD INS	14.12	77.66-
AUG	7.06 *		7.06	HAZARD INS	7.06	HAZARD INS	14.12	84.72-
SEP	7.06 *		7.06	HAZARD INS	7.06	HAZARD INS	14.12	91.78-
OCT	7.06 *		7.06	HAZARD INS	7.06	HAZARD INS	14.12	98.84-
NOV	7.06 *		7.06	HAZARD INS	7.06	HAZARD INS	14.12	105.90-
DEC	7.06 *		7.06	HAZARD INS	7.06	HAZARD INS	14.12	112.96-
JAN	7.06	E	7.06	HAZARD INS	7.06	HAZARD INS	14.12	120.02- ALP
FEB	7.06	E	7.06	HAZARD INS			14.12	120.02-
MAR	7.06	E	7.06	HAZARD INS			14.12	120.02-
T0T	84.72	0.00	84.72		70.60			

UNDER FEDERAL LAW, WHEN YOUR ACTUAL ESCROW BALANCE REACHES ITS LOWEST POINT, THAT BALANCE IS TARGETED NOT TO EXCEED 1/6TH OF THE ANNUAL PROJECTED DISBURSEMENTS. YOUR LOAN DOCUMENTS OR STATE LAW MAY SPECIFY THAT YOUR LOWEST BALANCE MUST BE A LOWER AMOUNT THAN THE FEDERAL LAW ALLOWS.

UNDER YOUR MORTGAGE CONTRACT OR STATE OR FEDERAL LAW, YOUR TARGETED LOW POINT ESCROW BALANCE (TLP) WAS \$0.00. YOUR ACTUAL LOW POINT ESCROW BALANCE (ALP) WAS \$120.02-.

BY COMPARING THE PROJECTED ESCROW TRANSACTIONS WITH THE ACTUAL TRANSACTIONS YOU CAN DETERMINE WHERE A DIFFERENCE MAY HAVE OCCURRED. AN ASTERISK (*) INDICATES A DIFFERENCE IN EITHER THE AMOUNT OR DATE OF THE PROJECTED ACTIVITY AND THE ACTUAL ACTIVITY.

THE LETTER "E" BESIDE AN AMOUNT INDICATES THAT THE PROJECTED ACTIVITY HAS NOT YET OCCURRED DUE TO THE DATE OF THIS STATEMENT.

IF THERE ARE NO PRIOR PAYMENTS TO OR FROM ESCROW SHOWN, THERE WAS NO PRIOR PROJECTION TO WHICH THE ACTUAL ACTIVITY COULD BE COMPARED.

*** ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - PROJECTIONS ***

PLEASE REVIEW THIS STATEMENT CLOSELY - YOUR MORTGAGE PAYMENT MAY BE AFFECTED.
THIS STATEMENT TELLS YOU OF ANY CHANGES IN YOUR MORTGAGE PAYMENT, ANY SURPLUS REFUNDS, OR
ANY SHORTAGE OR DEFICIENCY THAT YOU MUST PAY. IT ALSO SHOWS YOU THE PROJECTED ESCROW
ACTIVITY FOR YOUR ESCROW CYCLE BEGINNING APRIL, 2019 AND ENDING MARCH, 2020.

TOTAL 84.72

PERIODIC PAYMENT TO ESCROW 7.06 (1/12 OF "TOTAL FROM ESCROW")

MONTH	IO ESCROW	FROM ESCROW	DESCRIPTION	PROJECTED	REQUIRED
		ACTUAL STARTI	NG BALANCE = = = >	14.06	14.12
APR,19	7.06	7.06	HAZARD INSURANC	14.06 ALP	14.12 RLP
MAY,19	7.06	7.06	HAZARD INSURANC	14.06	14.12
JUN,19	7.06	7.06	HAZARD INSURANC	14.06	14.12
JUL,19	7.06	7.06	HAZARD INSURANC	14.06	14.12
AUG,19	7.06	7.06	HAZARD INSURANC	14.06	14.12
SEP,19	7.06	7.06	HAZARD INSURANC	14.06	14.12
OCT,19	7.06	7.06	HAZARD INSURANC	14.06	14.12
NOV, 19	7.06	7.06	HAZARD INSURANC	14.06	14.12
DEC,19	7.06	7.06	HAZARD INSURANC	14.06	14.12
JAN,20	7.06	7.06	HAZARD INSURANC	14.06	14.12
FEB,20	7.06	7.06	HAZARD INSURANC	14.06	14.12
MAR,20	7.06	7.06	HAZARD INSURANC	14.06	14.12

------ DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE --------

IF THE PROJECTED LOW POINT BALANCE (ALP) IS LESS THAN THE REQUIRED LOW POINT BALANCE (RLP), THEN YOU HAVE AN ESCROW SHORTAGE....

YOUR ESCROW SHORTAGE IS....

0.06- *

* THIS SHORTAGE THAT WILL BECOME PART OF YOUR MONTHLY PAYMENT WILL BE COLLECTED FOR A PERIOD OF 12 MONTHS FROM April 5, 2019.

IF YOU CHOOSE TO PAY THE ESCROW SHORTAGE IN FULL IN A LUMP SUM PRIOR TO THE EFFECTIVE PAYMENT DATE, YOUR MONTHLY PAYMENT WILL BE REDUCED BY THE MONTHLY SHORTAGE PAYMENT AMOUNT.

AT THE TIME OF YOUR BANKRUPTCY FILING, YOUR ESCROW SHORTAGE INCLUDED IN THE POC (PROOF OF CLAIM) IS \$0.00.

------ CALCULATIONS OF YOUR NEW PAYMENT AMOUNT ---------------------------------

PRIN & INTEREST

191.25 *

ESCROW PAYMENT

==>

BORROWER PAYMENT STARTING WITH THE PAYMENT DUE 04/05/19

198.31

IF YOUR LOAN IS AN ADJUSTABLE RATE MORTGAGE, THE PRINCIPAL & INTEREST PORTION OF YOUR PAYMENT MAY CHANGE WITHIN THIS CYCLE IN ACCORDANCE WITH YOUR LOAN DOCUMENTS.

NOTE:

YOUR ESCROW BALANCE MAY CONTAIN A CUSHION. A CUSHION IS AN AMOUNT OF MONEY HELD IN YOUR ESCROW ACCOUNT TO PREVENT YOUR ESCROW BALANCE FROM BEING OVERDRAWN WHEN INCREASES IN THE DISBURSEMENTS OCCUR. FEDERAL LAW AUTHORIZES A MAXIMUM ESCROW CUSHION NOT TO EXCEED 1/6TH OF THE TOTAL ANNUAL PROJECTED ESCROW DISBURSEMENTS MADE DURING THE ABOVE CYCLE. THIS AMOUNT IS \$0.00. YOUR LOAN DOCUMENTS OR STATE LAW MAY REQUIRE A LESSER CUSHION. YOUR MORTGAGE CONTRACT AND STATE LAW ARE SILENT ON THIS ISSUE. WHEN YOUR ESCROW BALANCE REACHES ITS LOWEST POINT DURING THE ABOVE CYCLE, THAT BALANCE IS TARGETED TO BE YOUR CUSHION AMOUNT.

YOUR PROJECTED ESCROW BALANCE CONSISTS OF THE FOLLOWING DETAIL (AN \ast NEXT TO AN AMOUNT INDICATES THIS IS A TOTAL THAT REPRESENTS MORE THAN ONE PAYMENT TO OR DISBURSEMENT FROM ESCROW):

Escrow payments up to escrow analysis effective date:

\$148.20 02/17

Escrow disbursements up to escrow analysis effective date: 02/19 \$7.06 HAZARD INSURANCE

\$7.06 \$7.06 HAZARD INSURANCE 03/19

IMPORTANT BANKRUPTCY NOTICE

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the

HUD COUNSELOR INFORMATION

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.